

Clerk of the Court
United States District Court for the
Eastern District of Pennsylvania
Byrne Federal Courthouse
Philadelphia, PA. 19106-1797

SUBJ: Objection to proposed settlement

Name and Title of law suit: In re: Certain Teed Fiber Cement Siding Litigation, MDL Docket No. 2270

Reason for objection:

We object to the settlement as it relates to the "Date of original installation" and the "Percent Payable". The reason we object is we tried in earnest to resolve our defective siding situation the first year after it was installed on our home, Certain Teed tried to blame everyone and everything else for the problem. Certain Teed dug in their feet and never really provide a reasonable resolution to the problem. Now since they were able to put off settling for 6 years, they get off with only paying for a small portion of their damage. After all, the siding was warranted and if they are allowed to pay a portion of the loss/damage, once again we, the consumer loses.

At this time, our lawyer will not be able to make the Final Approval Hearing.

Enclosed is a copy of our letter explaining the situation with our siding.

Our current address is: Charles T and Debra C Ebner, 11920 Hwy 39, Klamath Falls, OR 97603

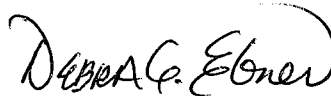
The address of the property affected by the settlement is the same as the above address, 11920 Hwy 39, our home.

Only one unit on the property contains certain teed siding, again, our home.

We certainly appreciate any help and consideration you could assist us with in this matter. Thank You.

Sincerely,


Charles T. Ebner


Debra C. Ebner

Dec 23, 2013
Date:

To: Certain Teed Fiber Cement Siding Litigation
c/o BMC Group, Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007

Claim: 1001620

The purpose of this letter is to inform you of our situation and continued problems as a result of purchasing and having CertainTeed siding installed on our home.

In 2006 we had our home built by a contractor (MDT Construction a licensed Oregon Contractor) and we had CertainTeed siding installed. The address of our home is 11920 Hwy 39, Klamath Falls, OR 97603. Construction went well, but within the first year after construction we notice major flaws in the way the siding appeared on our home. We knew other people who had homes built around the same time, but used a product called Hardy Plank. All of the hardy plank homes (some built by the same contractor as ours) had siding that laid flat and had no warps and gaps along the bottom edge as ours did. As anyone might wonder, we began trying to figure out what happened with our siding verses the other homes.

In 2007 we filed a complaint with the Oregon Construction Contractors Board (CCB) who helped us look for a resolution to the many problems with the siding on our home. We purchased our 45.4 squares of siding from a local building materials supplier called Diamond Home Improvement Center. Their wholesaler was a company called ORPAC, who in turn purchased the siding from CertainTeed. After months of looking into the problem by the Oregon Construction Contractors Board, MDT Construction, Diamond Home Improvement and ORPAC, it was determined the construction was sound and the siding was installed to the manufactures specifications. The consensus of most involved said it was a problem with the siding itself, describing it as product failure and the CCB used the term "manufacturing defects." CertainTeed said it was the result of "settling." Settling is not even a good weak argument, because the home plans and construction were approved by structural engineers and the interior of our house showed no signs of settling, e.g. cracks in the interior sheetrock are nonexistent. Mr. Wright, the CertainTeed Rep, made his judgment and at that time had never even stepped foot on our property. At that point, rather than to properly repair/replace the siding, it was the repair recommendation from CertainTeed that won out and was adopted (although I was not convinced) to fix our siding problem. The fix was to do extra nailing, caulk the warped joints (meaning most of the entire house) and use extra heavy paint to help fill the remaining gaps caused by the warped siding. We never did really come to a resolution with CertainTeed about the defective siding, just the slip shot workarounds. We went through hell and strained relationships with our supplier and contractor as a result of all this.

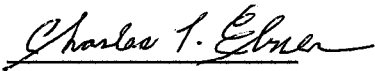
So we now have our beautiful home, a home we put our entire life's savings into with some of the damnedest looking siding in the country. This is downright disgusting and wrong. Our main point in writing this letter is to attest to the fact that a majority of our siding is/was defective and trying to do a piece-meal job would be more work than actually replacing the siding. We had faith and trusted that the CertainTeed siding was a quality product with a lifetime guarantee, and as we now know, nothing was further from the truth.

The bottom line, the correct manner to repair/replace and make right this defective siding would be to remove the old siding and replace it with new siding. No one even seems to give any credibility to the fact the siding was warranted for 20 or 30 years. We are discussed and literally sickened by this whole situation and would really appreciate this being corrected once and for all. Using your estimates the average cost to buy the siding and have it installed is \$500.00 per square. We used 45.4 squares X \$500 = \$22,700.00 and that doesn't include removing the old siding and having it painted. We received and estimate to have the old siding removed, which was \$8,200.00, and to repaint the new siding was another \$5900.00. All totaled, to have the siding replaced and the job done right would come to \$36,800.00. It would have been much less expensive if the siding had been replaced early on when the problem was originally identified. For us to accept anything less is just continuing down the wrong path we've been led into by CertainTeed all along. If Certain Teed has an ounce of Integrity, it will do the right thing and have our defective siding replaced. Anything else is merely another slip shot attempt to weasel their way out. Yes, we still live in our home and object to the settlement of your estimates--that we only receive 52% of our loss/damage. The truth is, we tried in earnest and in good faith to resolve this issue the second year the siding was installed (see attached documentation, also enclosed pictures are after repairs, which did nothing to actually repair the defective siding). The only action we could get out of CertainTeed was to ignore us, put us off, try to blame someone else and they never really resolved the problem. Now, because they were able to put off settling this in a timely manner, they get off by attempting to only reimburse us 52%. That is disgusting and just another example of their "Slick Willie" methods of trying to avoid any liability for their lousy defective product.

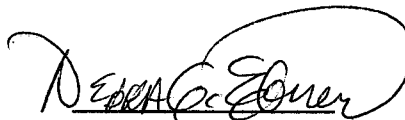
The deception, fraud, and slip shot work-a-rounds that have been used by CertainTeed to side step their responsibility with their defective product, is unprofessional. Additionally, everyone now involved needs to take on the same responsibility as CertainTeed in resolving this with integrity and in a manner that will truly help with our loss. Someday, we will sell our home and when that day comes, the siding issue will again come to a head and we will either have to replace it or take a lower price for our home because of CertainTeed.

In closing, we are overwhelmed by the detail and complexity of submitting this claim and ask that you be helpful and considerate with our submission. It would certainly be appreciated. We are senior citizens, retired with limited income and find it hard to believe we are having to deal with this situation at this time in our lives. Also, if this were your home, would you be satisfied with anything less than full reimbursement of having the siding correctly replaced? You have, in your power, the means to be part of the problem or part of the solution. We ask you choose being part of the solution.

Sincerely,



Charles T. Ebner



Debra C. Ebner

Dec 23, 2013

Date